

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

SOLICITATION PACKAGE

For: Gas Turbine Engine Consultant (GTEC)

Location: Burlington, MA

Solicitation # DTFANE-09-R-00697

Issue Date: August 14 2009

Submit Offers

To: DOT/Federal Aviation Administration
Attn: Susan Newcomb, Contracting Officer
Eastern Logistics Service Area, ASO-52ne
Acquisition Management Branch
12 New England Executive Park, Room #103
Burlington, MA 01803

Submit By: 1:00 PM Local Time on September 1, 2009

Special Features.....

o Insurance [] is [X] is not Required
Estimated cost under \$100,000

This acquisition is.....

[X] conducted under **negotiated proposal (RFO)** procedures
[X] set aside **100% for Small Business**
[X] NAICS Code 54133
Size Standard: \$4.5 MILLION

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING		PAGE 1	OF PAGES 38
2. CONTRACT NO.		3. SOLICITATION NO. DTFANE-09-R-00697		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5. DATE ISSUED 8/14/09	
7. ISSUED BY: DOT/Federal Aviation Administration 12 New England Executive Park Burlington, MA 01803		6. REQUISITION/PURCHASE NO..					
		8. ADDRESS OFFER TO (If other than Block 7)					

SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in Room 103 - Same address as block 7 until 1:00P.M. local time 9/1/09
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:		A. NAME Susan J. Newcomb	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 781-238-7659
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OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY U. S. Department of the Treasury	
26. NAME OF CONTRACTING OFFICER (Type or print) Susan J. Newcomb	27. UNITED STATES OF AMERICA	28. AWARD DATE	

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B.1 SUPPLIES/SERVICES

The Gas Turbine Engine Consultant (GTEC) shall perform the services outlined in Part I – Section C of this contract.

Services will be on the basis of direct labor hours at the specified fixed hourly rates. Material costs, material handling costs, and travel expenses will be included for the materials portion of this contract. Offerors shall estimate material costs, material handling costs, and travel expenses under the category of Reimbursable Items in the Contract Pricing Schedule. Period of Performance is Award date – September 30, 2011

B.2 PRICE/COST

	<u>Program Item</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>
1	Review Issues/questions pertaining to the design and life management of high-energy GTE components	40	
2	Review and comment on technical proposals submitted by engine manufacturers – 1 trip	240	
3	Recommend and proposed enhancements to current critical part life management strategies	40	
4	Assist & advise FAA personnel with new or pending policies & regulations to improve engine critical parts safety.	200	
6	Assist & advise FAA personnel with the current issue being considered by the Rotary Integrity Subcommittee (RISC) 2 trips/W. Palm Beach and Phoenix, AZ	140	
7	Travel associated coordination with the Engine & Propeller Directorate (EPD) 1 trip –Burlington, MA	10	
8	Reimbursable Items –	N/A.	

Estimate hours: 680

Estimated Total Amount \$ _____

IN ORDER TO DO BUSINESS WITH THE FEDERAL GOVERNMENT YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATA BASE. REFERENCE CLAUSE 3.3.1-33 “CENTRAL CONTRACTOR REGISTRATION” ().

PART I - SECTION C**DESCRIPTION/SPECIFICATIONS**

C.1 This acquisition shall provide for the services of a Gas Turbine Engine Consultant (GTEC) to the Federal Aviation Administration, Aircraft Certification Service, Engine and Propeller Directorate, for the period date of Contract Award through September 30, 2011. All work shall be in accordance with the following Performance Work Statement (PWS).

**PERFORMANCE WORK STATEMENT
GAS TURBINE ENGINE CONSULTANT**

1. General.

Although turbine engine rotor failure rates continue to decrease, rotor failures continue to be the major contributor to propulsion risk, especially for turbofan engines installed on part 25 certified airplanes. However, continuing increase in fleet size is offsetting these improvements. Additional remedial actions to reduce the risks associated with rotor failures are necessary as part of the overall effort to reduce the number of accidents towards meeting the "Safer Skies" objectives.

Accordingly, the Engine & Propeller Directorate (EPD) has initiated a rule making process to infuse damage tolerance into design and life management of engine critical rotating components, which is an integral part of a strategy to provide a significant reduction in the rate of rotor failures. EPD has recently issued Advisory Circular AC 33.14-1, "Damage Tolerance for High Energy Turbine Rotors" which establishes a new standard for rotor design and life management for all titanium rotor components, and which represents the culmination of a multi-year effort by the FAA and the engine industry, Rotor Integrity Subcommittee (RISC). This activity has been expanded to include disk surface damage tolerance for a variety of disk features which enhances resistance to anomalies potentially introduced during manufacture and service.

The RISC has undertaken a number of initiatives that support EPD's regulatory activities and which are highly technical in nature and involve a number of methodologies and concepts that are new and unfamiliar to the Aircraft Certification Office (ACO) and Engine Certification Office (ECO) personnel. Also, it has been observed that there is a variation in the manner in which the current "Safe Life" process (part 33.14) is applied between the ACO/ECO's and by the engine manufacturers. In response to this need, training material was developed during 2002 by an FAA consultant that has been used to inform and train ACO/ECO/EPD personnel.

The work scope involves providing technical information, knowledge and training relative to issues, emerging policies and regulatory changes which relate to the design and life management of engine Critical Rotating Parts (CRP), also referred to as life limited parts and/or high-energy rotors. It also involves recommending enhancements to current FAA CRP life management strategies to promote an improved level of flight safety.

(2) Definitions.

Advisory Circular (AC): An official FAA publication that provides an acceptable means of compliance with FAA airworthiness standards.

Critical Rotating Part (CRP): Engine rotor structural parts (such as disks, spools, spacers, etc), the failure of which could result in a hazardous condition.

FAR: Federal Aviation Regulation

Life Limit: An operational service exposure limit that limits the number of flight cycles that can be applied to a component.

Operational life management: Steps executed to ensure the component performs as intended and consistent with the established life limit during airline service.

RISC: Rotor Integrity Subcommittee, which is a joint effort between the FAA and the aircraft engine industry. The mission of the RISC is to address industry policy and procedures relative to safety issues associated with high energy rotating components.

Safe Life Approach: The current approach used to ensure the safe operation of Critical Rotating Parts. It is a LCF based process where components are designed and substantiated to have a specified service life, which is stated in operating flight cycles.

(3) Government-furnished property and services.

The FAA will provide the following to the Gas Turbine Engine Consultant (GTEC):

- All applicable FAA AC's, orders, regulatory, guidance and technical documents.
- Meeting room facilities located in the FAA New England Region EPD offices that are suitable for conducting technical meetings and discussions consistent with the work scope described in this document.
- Meeting room facilities located in various ACO/ECO locations suitable for conducting training consistent with the work scope described in paragraph 5d.
- Support of the EPD Standards Engineer in the development of training booklets on lifing and life management process

(4) Contractor furnished items.

The Gas Turbine Engine Consultant (GTEC) will provide the following items:

- The GTEC shall provide technical guidance to FAA personnel as described in item 5, specific tasks.
- Office facilities or workspace within the personal residence for the GTEC's use.
- All other items required by the GTEC to execute the work scope described in this document except as described in item 3, Government furnished property and services.

(5) Specific Tasks.

The work as contracted to the GTEC shall include the following:

- a. Provide consultation to FAA personnel pertaining to the design and life management of high-energy gas turbine engine (GTE) components. This task would involve discussions and recommendations by the GTEC on issues and questions submitted by the EPD Standards group. The deliverables are specified in item f.
- b. Review and comment on technical proposals pertaining to high-energy GTE components submitted to the FAA by engine manufacturers. The task would involve any one or all of the following issues:
 - Component life limits
 - Life methodologies and/or philosophies

- Life Limited part manufacturing methods
 - Operational life management issues
- c. Recommend enhancements to current FAA critical part life management strategies to promote an improved level of flight safety.
- d. Assist and advise FAA personnel with new or pending Policies, Regulations and Advisory Circulars required to improve the safety of engine critical parts.
 - e. Assist and advise FAA personnel with the issue currently being developed by the RISC.
 - f. Deliverables: For items a through e above, the deliverable will be one of the following as determined by the responsible EPD Standards Engineer.
 - An informal e-mail report
 - A formal written report
 - Power Point presentation

(6) Applicable Technical Orders, Specifications, Regulations and Manuals.

Advisory Material:

- a. Federal Aviation Regulation, Part 33, parts 33.14 & 33.19
- b. Advisory Circular 33.14-1
- c. Draft Advisory Circular 33.14-2.

(7) Technical Exhibits.

None.

PART I - SECTION D
PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

(a) Definitions.

(1) 'Contractor's managerial personnel,' as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
 - (ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
 - (iii) A separate and complete major industrial operation connected with the performance of this contract.
- (2) 'Materials,' as used in this clause, includes data when the contract does not include the "Warranty of Data" clause.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
 - (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
 - (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
 - (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
 - (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the "Payments Under Time-and-Materials and Labor-Hour Contracts" clause, but the 'hourly rate' for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
 - (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for default.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:

(1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or

(2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

PART I - SECTION F

DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

F.1 ASSIGNMENT OF WORK/DELIVERABLES

The work will be assigned according to the Performance Work Statement in Part I – Section C, item 5, Specific Tasks. In addition, the FAA responsible EPD Standards Engineer will work closely with the GTEC, in face-to-face meetings, through e-mail, U.S. mail, and via the telephone to assign the work and receive the completed deliverables. The work shall commence within five (5) calendar days of receipt of the Notice of Award. The deliverables and due dates are specified in the paragraph which follows.

Provide a deliverable as specified in SECTION C, item 5f within 30 calendar days of the completion of a task, subtask or issue associated with:

1. The design and life management of high-energy GTE components.
2. A technical proposal submitted by an engine manufacturer.
3. A proposed enhancement to the current critical part life management strategy.
4. An update of the training material as described in Section C, item 5d.
5. Completion of the initial effort associated with the development of an Advisory Circular.
6. Completion of the effort associated with the current RISC issue.

F.2 PERFORMANCE PERIOD

The contract performance period is from date of contract award – September 30, 2011.

F.3 REIMBURSABLE ITEMS

The Government shall pay the contractor for additional services that are considered to be allowable, reasonable, and allocable. Expense items include but are not limited to the following:

- a. Reproduction – The reasonable and necessary costs of furnishing additional required copies of all documents under this contract.

- b. Travel and Subsistence – Actual transportation costs incurred and reasonable actual subsistence not to exceed the current Government established rate, in the performance of additional requirements under this contract. Air travel costs shall not exceed tourist class. Reimbursement for authorized use of privately owned vehicle (POV) shall be at the Government established rate per mile.
- c. Shipping – All reasonable and necessary shipping costs in connection with any work performed under the reimbursable portion of the contract.

Reimbursable items defined above are identified as Estimated Amounts in Part I – Section B of this contract and shall be priced by the offeror. These estimated amounts for Reimbursables will be included in the ceiling price and shall not be exceeded without prior written approval of the Contracting Officer. The Contractor agrees to use its best efforts to perform the work specified within such estimated amounts.

F.4 CEILING PRICE

If at any time during performance of work under this contract, the Contractor has reason to believe the identified estimated items will exceed the ceiling price, he/she shall notify the Contracting Officer giving a revised estimate with supporting reasons and documentation. If at any time during performance of work under this contract, the Government has reason to believe the work required would exceed the ceiling price, the Contracting Officer will so notify the Contractor. Any adjustment in the contract estimated amounts may be made by the Contracting Officer.

The Government **shall not** be obligated to pay the Contractor **any amount in excess of the ceiling price**, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the contract, unless the above written approval is received from the Contracting Officer.

PART I - SECTION G CONTRACT ADMINISTRATION DATA

G.1 ADDRESS OF KEY GOVERNMENT OFFICE

Federal Aviation Administration
New England Region, ELSA-52Bos
12 New England Executive Park
Burlington, MA 01803
Contracting Officer: Susan Newcomb
Telephone: (781) 238-7659

G.2 PRECOMMENCEMENT CONFERENCE

The FAA will conduct a telephone precommencement conference with the successful offeror and all necessary individuals.

G.3 CONTRACTING OFFICER'S REPRESENTATIVE AND TECHNICAL REPRESENTATIVE

- a. The Contracting Officer will designate in writing a Contracting Officer's Representative (COR) upon award. The COR shall have authority to represent the Contracting Officer within the limits of the designation. A Technical Representative (TR) may also be designated in writing by the Contracting Officer. The TR will be the key person in charge of all

technical aspects of the project. It is feasible that the COR and the TR could be the same individual. The Contracting Officer's designation will contain specific instructions as to the extent to which the representative may take action for the Contracting Officer. Such designation will not contain authority to sign contractual documents, nor will it authorize the designee to order contract changes, modify contract terms, or create any liability on the part of the Government different from that set forth in the contract.

- b. The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

G.4 INVOICES – Payment shall be processed by the FAA upon receipt of deliverables received and acceptable to the FAA.

- a. The designated billing office specified in the Prompt Payment clause (3.3.1-17) is as follows:

Federal Aviation Administration
New England Region, ANE-55
12 New England Executive Park
Burlington, MA 01803

The Contractor shall submit an original and two copies of all invoices and supporting documentation to the designated billing office. The invoices shall include estimates of services performed completing the work of the various tasks described in the Performance Work Statement. The invoices shall comply with the requirements of Clause no. 3.3.1-5 entitled "Payments under Time and Material and Labor Hour Contracts" of this document. An additional copy shall be forwarded concurrently to the assigned COR.

- b. Your attention is directed to the Electronic Fund Transfer Payment Method included in Part II – Clauses and Provisions of this document.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Position Risk Level 5 – Moderate Risk (background check required)

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Lynne Flynn

Federal Aviation Administration

12 New England Executive Park

Burlington, MA 01803

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

- (1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the

forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART II - SECTION I

CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.1.7-2 Organizational Conflicts of Interest (August 1997)

3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)

3.2.2.3-8 Audit and Records (April 1996)

3.2.2.3-25 Price Reduction for Defective Cost or Pricing Data (April 1996)

3.2.2.3-33 Order of Precedence (January 1999)

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)

3.2.5-1 Officials Not to Benefit (April 1996)

3.2.5-3 Gratuities or Gifts (January 1999)

- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.2.5-11 Drug Free Workplace (April 1996)**
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)**
- 3.3.1-8 Extras (April 1996)**
- 3.3.1-12 Limitation of Cost (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-25 Mandatory Information for Electronic Funds Transfer Payment (October 1996)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (April 1996)**
- 3.6.2-2 Convict Labor (April 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)**
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)**
- 3.9.1-1 Contract Disputes (August 1998)**
- 3.9.1-2 Protest After Award (August 1997)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)**
- 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.10.6-7 Excusable Delays (October 1996)**
- 3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (September 2000)**

(a) If the Government receives information that a contractor or person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the screening information request, if the contract has not been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of an FAA procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor, or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27 (e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the

Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

NOT APPLICABLE

PART IV - SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.1.7-4 Organizational Conflict of Interest (February 2009)

(a) The policy of the FAA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest. An organizational conflict of interest means that because of existing or planned activities, an offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the offeror or contractor's objectivity is, or might be, impaired.

It is not the intention of the FAA to foreclose a vendor from a competitive acquisition due to a perceived OCI. FAA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the FAA's policy for competition. The FAA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the FAA, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The FAA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the FAA. Additionally, after award the FAA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Potential organizational conflict of interest. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive.

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased ground rules. A contractor in the course of performance of an FAA contract, has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage

of competing vendors. If the requirements of the FAA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of an FAA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) Disclosure by offerors or contractors participating in FAA acquisitions

(1) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or contractor has a possible OCI.

(2) If the offeror or contractor does not disclose any relevant facts concerning an OCI, the offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(e) Remedies for Nondisclosure. The following are possible remedies should an offeror or contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

(1) Refusal to provide adequate information may result in disqualification for award.

(2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award.

(3) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.

(4) Disqualification from subsequent FAA contracts.

(5) Other remedial action as may be permitted or provided by law or in the resulting contract.

(End of provision)

The North American Industry Classification (NAIC) code for this acquisition is 54133.
The small business size standard is \$4.5 Million.

BUSINESS DECLARATION

Tax Identification No.:

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
-
7. Nature of Business (Specify major services/products (NAIC)) **54133 – \$4.5 million**
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership ☐ c. Corporation
- DUNS # _____
10. Gross receipts of the firm for the last three years:
- | | | | |
|-------------------------|---------------------------|-------------------------|---------------------------|
| a.1. Year Ending: _____ | a.2. Gross Receipts _____ | b.1. Year Ending: _____ | b.2. Gross Receipts _____ |
| c.1. Year Ending: _____ | c.2. Gross Receipts _____ | | |
11. Is the firm a small business? (To be completed by FAA) ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND
BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE
PROVISIONS OF 18 USCS 1001.

12. a. Signature _____

b. Date: _____

c. Typed Name _____

d. Title: _____

3.2.2.3-10 Type of Business Organization (April 1996)

The offeror, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as ☐ individual, ☐ a partnership, ☐ a nonprofit
organization, ☐ a joint venture, or ☐ a corporation, registered for business in

(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (April 1996)

The offeror represents that the following persons are authorized to negotiate on its behalf with the
Government in connection with this submittal:

[list names, titles, and telephone numbers of the authorized negotiators].

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (April 1996)

In compliance with the Screening Information Request (SIR), the offeror agrees, if this offer is accepted
within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from
the date specified in the SIR for receipt of offers, to furnish any or all items on which prices are offered at
the price set opposite each item, delivered at the designated point(s), within the time specified in the
Schedule.

(End of provision)

3.2.2.3-23 Place of Performance (April 1996)

(a) The offeror, in the performance of any contract resulting from this Screening Information Request (SIR), ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this submittal.

(b) If the offeror checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than Offeror

(End of provision)

3.2.2.3-70 Taxpayer Identification (August 1998)

(a) Definitions.

(1) "Common parent," as used herein, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Corporate status," as used herein, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used herein, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). The FAA will use this information for the purpose of collecting and reporting on any delinquent amounts arising out of the respondent's relation with the Federal Government. This is pursuant to Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have all office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number
(August 1997)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which a nine-digit number is assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror shall submit its DUNS number, annotated as "DUNS" following its name and address on the cover sheet of its proposal.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbis.customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send and e-mail to Dun and Bradstreet at globalinfo@dbisma.com.
(End of provision)

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The

knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.2.5-2 Independent Price Determination (October 1996)

The offeror warrants that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to

(i) those prices,

(ii) the intention to submit an offer, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been knowingly disclosed by the contractor, directly or indirectly, to any other competitor before receipt of offers unless otherwise required by law; and

(3) No attempt has been made by the contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.2.5-12 Notice of Employment of Former United States Government Employees (Service Contracts) (November 1997)

(a) This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contract, task order, or other arrangement for service contracts entered into after March 30, 1994 and immediately upon knowledge of such arrangements.

(b) The offeror shall provide, along with the submittal, the following notice and certification of employment of employee(s) who were previously employed by the United States Government and received the voluntary separation incentive payment ("buyout"). This notice is required immediately upon the Contractor's knowledge at any time during the contract period. The Contractor shall provide notice to employees that in accordance with the buyout legislation, the buyout employee performing on a personal service contract for the United States Government is required to repay the buyout incentive.

**NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT
EMPLOYEES (SERVICE CONTRACTS)**

The following individuals are former United States Government employees who are presently employed by _____ [company name].

Employee's Name	Former Agency of Employment	Description of Contract Task	Subcontractor	Date of Separation from Agency

This company has not hired and does not intend to hire any former United States Government employees who took the buyout.

Contractor's Certification

On behalf of _____ [company's name] I certify that the above information is accurate and complete to the best of my knowledge.

[Name of Company Representative]
Contracting Officer's Certification

I have reviewed the above information and have determined that:

_____ The buyout legislation has not been violated

_____ The employment is in violation of the buyout legislation and the employee is required to repay the incentive payment. The contractor shall remind the employee of his/her obligation to pay.

[Contracting Officer's Name]

Date

(End of Clause)

Responses to this Request for Offer (RFO) will be evaluated using the scoring system and evaluation factor criteria, which are in descending order of importance. The offeror's technical qualifications combined with the offeror's total estimated cost/price for the Gas Turbine Engine Consultant services will be considered in selecting the "best" value offer. Preference will be given to superior technical qualifications and familiarity with training material developed during the previous year.

Documentation Requirements

The bidder must provide the following documentation for each evaluation factor as a minimum.

1.0 Education/Qualifications

To meet the FAA's minimum requirement, the offeror must have a B.A. in engineering from an accredited institution of higher learning and a minimum of 30 years engineering experience with gas turbine engines and critical rotating components. The offeror must provide a resume and evidence of gas turbine engine and critical rotating component experience.

2.0 Gas turbine Engine and Critical Parts Technical Experience

Documentation must be provided which clearly identifies the individual's in-depth technical experience with the design characteristics of engine internal critical rotating components and the methods and procedures used to determine component life limits. The offeror's experience must include familiarity with the gas turbine industry and the certification process. Documentation must also support the offeror's experience with the items listed below as specified in a through j.

- a. Familiarity with the current and pending certification rules and policies for both the US and European Authorities.
- b. An understanding of the operational factors that affect the life of the critical rotating components.
- c. Structural Analysis techniques that are used to design and evaluate the life and durability of critical parts.
- d. The impact of manufacturing techniques on the life and durability of critical engine components.
- e. Methods used to determine the onset of crack initiation and the rate of crack progression.
- f. Statistical techniques used to evaluate scatter.
- g. Durability verification test methods.
- h. Field operation life management requirements.
- i. Techniques required to address potential material and surface anomalies.
- j. Ability to recommend potential improvements to current FAA critical part life management strategies.
- k. Familiarity with the Rotor Integrity Subcommittee Advisory Material and pending initiatives.
- l. Familiarity with the technical elements required to establish and maintain component life limits.

Documentation shall include the specific projects in which the applicant participated so that the requisite experience can be established.

3.0 Familiarity with Background Material and ACO/ECO Personnel

Documentation must be provided which clearly identifies the applicant's familiarity with the activities of the Rotor Integrity Subcommittee. Familiarity with existing certification rules and the way they are administrated must be based on the applicant's experience with past certification efforts and work with at least one ACO/ECO center and the EPD Standards group. The applicant must document relevant activities that demonstrate the ability to communicate with technical personnel and the applicant's familiarity with the training material developed for the FAA in 2002.

4.0 Past Performance

Past performance will also be used to evaluate the applicant's qualifications. The contents of the applicant's resume must demonstrate their knowledge of the EPD Standards group and the ACO/ECO activities. The applicant's resume and work history should document the number of former employers and demonstrate past experience with two or more aircraft engine manufactures. Experience must include the development of analytical and experimental methods used to determine and maintain component life limits. Documentation supplied by the applicant should demonstrate the applicant's participation in Rotor Integrity Subcommittee activities.

5.0 References

The applicant must supply the names of two current or retired ACO/ECO personnel who are intimately familiar with the applicant experience and qualifications. The FAA from the references provided will obtain general performance information. Performance information may be used for both responsibility determinations and as an evaluation factor against which the offerors's relative ranking are compared in order to assure best value to the government. The information supplied by the FAA personnel named by the applicant will be used to score these criteria.

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.2.2.3-11 Unnecessarily Elaborate Submittals (April 1996)

3.2.2.3-12 Amendments to Screening Information Requests (April 1996)

3.2.2.3-13 Submission of Information/Documentation/Offers (April 1996)

3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (October 1996)

Offerors must provide full, accurate, and complete information as required by this Screening Information Request (SIR) and its attachments. The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.2.2.3-16 Restriction on Disclosure and Use of Data (April 1996)

Offerors who include in their submittals data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall--

(a) Mark the title page with the following legend: 'This submittal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this submittal. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];' and

(b) Mark each sheet of data it wishes to restrict with the following legend: 'Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this submittal.'

(End of provision)

3.2.2.3-17 Preparation of Offers (October 1996)

(a) Offerors are expected to examine any drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the Screening Information Request (SIR). The offeror shall print or type its name and sign the offer. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the 'Amount' column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the SIR.

(End of provision)

3.2.2.3-18 Explanation to Prospective Offerors (April 1996)

Any prospective offeror desiring an explanation or interpretation of the Screening Information Request (SIR), drawings, specifications, etc., must request it soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will be binding if confirmed in writing. Any information given to a prospective offeror concerning a SIR will be furnished promptly to all other prospective offerors as an amendment of the SIR if the lack of that information would be prejudicial to any other prospective offerors.

(End of provision)

3.2.2.3-21 Facsimile Submittals (April 1996)

(a) Definition. 'Facsimile submittal,' as used in this Screening Information Request (SIR), means a submittal, modification of a submittal, or withdrawal of a submittal that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Offerors may submit facsimile submittals as responses to this SIR. These responses must arrive at the place, and by the time, specified in the SIR.

(c) Facsimile submittals that fail to furnish required representations or information, or that reject any of the terms, conditions, and provisions of the SIR, may be excluded from consideration.

(d) Facsimile submittals must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile submittal. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed submittal proposal.

(f) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: 781-238-7654

(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol): SHARP FO-4500

(g) If the offeror chooses to transmit a facsimile submittal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submittal including, but not limited to, the following:

- (1) Receipt of garbled or incomplete proposal.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of submittal.
- (5) Failure of the offeror to properly identify the submittal.
- (6) Illegibility of submittal.
- (7) Security of submittal data.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a TIME AND MATERIAL type contract resulting from this Screening Information Request.

(End of provision)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond September 30, 2007. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.9.1-3 Protest (August 1999)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions

promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
400 7th Street, S.W.,
Room 8332,
Washington, DC 20590,

Telephone: (202) 366-6400,
Facsimile: (202) 366-7400; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.", the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

PART IV – SECTION M
EVALUATION FACTORS FOR AWARD
 For Gas Turbine Engine Consultant (GTEC)

Responses to this Request for Offer will be evaluated using the scoring system and evaluation factor criteria listed below, which are in descending order of importance. The offeror's technical qualifications combined with the offeror's total estimated cost/price for the GTEC services will be considered in selecting the "best value" offer.

EVALUATION CRITERIA

1. **Technical Experience**

The offeror must provide documentation showing technical experience with the design characteristics associated with internal critical rotating components of gas turbine engines and the methods and procedures used to determine, verify and manage component life limits. The offeror's experience must include familiarity with the gas turbine industry and the certification process which includes current and pending certification rules and policies for both the US and European Authorities. The offeror must provide evidence which clearly identifies the applicant's familiarity with the activities of the Rotor Integrity Subcommittee and the ability to train technical personnel. The individual must familiar with the training material developed for the FAA in 2002.

The documentation provided shall include references to specific projects worked on.

2 **Education/Qualifications**

The offeror must provide documentation showing experience with aviation engine components operational limits and the techniques used to identify these limits. To meet the FAA's minimum requirement, the offeror must have a Bachelor of Science in Engineering from an accredited institution of higher learning, and a minimum of 30 years engineering experience with gas turbine engines and critical rotating components. The offeror must provide a resume and evidence of gas turbine engine and critical rotating component experience.

3. **Past Performance**

Past performance will also be used to evaluate the responsibility of the offeror. The offeror must provide references, information on past employment, and include an explanation for any changes in employment. General performance information will be obtained by the FAA from the references provided. Performance information may be used for both responsibility determinations and as an evaluation factor against which the offerors' relative rankings will be compared to assure best value to the government. The FAA will focus on information that demonstrates quality/timeliness of performance.

4. **Price/Cost** (Part I – Section B, paragraph B.2)